

# SPECIFICATIONS FOR JANITORIAL SERVICES FOR

CITY OF COUNCIL BLUFFS TRAINING FACILITY

 $10073\ 192^{ND}$  ST. COUNCIL BLUFFS, IA 51503

#### **PURCHASING DIVISION**

February 27, 2014

#### TRAINING FACILITY JANITORIAL SERVICES

Please review the attached conditions and specifications for janitorial services for the training facility as directed by the Police Department.

The intent of this bid is to establish the costs the City will pay for cleaning services for May 1, 2014 through April 30, 2017.

A non-mandatory walk through of the facility will be held Wednesday, March 12 from 10-11 a.m. Any questions regarding this bid shall be submitted to Purchasing, in writing, by either email, fax, or conventional mail by Sunday, March  $16^{th}$  at 5:00 p.m. Any questions received via phone, in person, or after that deadline will not be addressed by any city personnel. Answers to those questions will be posted on the city's website, www.councilbluffs-ia.gov, no later than 3:00 p.m. Wednesday, March  $19^{th}$ . This is an all or nothing bid and will be awarded to one vendor.

Those interested in participating should complete the Contractor Proposal Form and Statement of Intent/Nondiscrimination Form and return them in a sealed envelope to Kim VanNordstrand at 1001 10<sup>th</sup> Ave, Council Bluffs, IA 51501. Bid proposals in a sealed envelope are due to Purchasing **no later than 10:00 a.m. Tuesday, March 25th, 2014.** 

For the City of Council Bluffs, Iowa:

Kim VanNordstrand Purchasing Officer

P: 712-328-4641 F: 712-328-4975

#### SPECIFICATIONS FOR JANITORIAL SERVICES

#### A. CLEANING CONTRACT - GENERAL

- 1. Subject to the provisions in Item A., 2., the term of the contract will be in effect for a three year period, beginning May 1, 2014, extendable for two additional years, at the sole option of the City of Council Bluffs. Effective date for janitorial startup is subject to approval via Ordinance by the City Council of the City of Council Bluffs. Throughout this bid document the term 'bi-monthly' shall be defined as every other week. Cleaning is to take place only on Mondays after 11 p.m. and must be completed by 8 a.m. Tuesday mornings. Exhibit A: General Specifications Time Table is to be used to determine the frequency of certain tasks.
- 2. The City of Council Bluffs recognizes that during the term for providing janitorial service, changes may occur in the janitorial service provider's applied overhead cost, supplies, and equipment. The City agrees that if the changes in the same have occurred in the preceding year and reflect those prevalent in the janitorial service area, the cleaning service may be entitled to like adjustments in the third year of the term, if the City agrees to extend these options. There will be no cost adjustments in the initial three-year term. Prices will be firm as bid. Detailed documentation will be required for requested price increases to be considered at the end of the third year of service. The total bid cost may be revised with justification for the fourth and fifth year option, if renewed. After the initial three year period any unit or building may be removed or added from/to the contract and adjustments will be made to the cost for the reduction or change in services. The index obtained from Region VII and VIII, Kansas City, Midwest, Region CPI (Monthly), CPI-W, Commodity Group, will be used in the formula to determine the cost revision factor, utilizing the service startup anniversary month for comparison purposes.
- 3. For this contract, the City will provide a storage room, which the Contractor can use. The City will furnish the following materials: paper towels, toilet tissue, and soft hand soap to restock all dispensers within the building on a bi-weekly basis. All other cleaning materials shall also be supplied by the Contractor and included in the bid. Trash removal services will be handled by Police Department staff. All commercial grade equipment such as mops, buffers, cleaning cloths, buckets, vacuum cleaners, ladders, carpet cleaners, or any other tool or machine needed to perform the tasks set forth in the specifications shall be supplied by the Contractor and remain the property of the Contractor. All vacuum sweepers utilized in the performance of the contract must be 10-amp industrial professional grade with double row brush roller, infinite height settings and minimum fifty (50) foot cord unless otherwise noted in these specifications. Specific instructions for required services can be found in Exhibit B: General Janitorial Cleaning Specifications.

- 4. Commercial/industrial cleaning supplies from a reputable supplier will be used. All disinfectant used by the Contractor in the performance of this contract must be a detergent thickened and non-acid bowl and bathroom cleaner that effectively eradicates the HIV virus (chlorine bleach is not acceptable as a disinfectant). No acid cleaners of any type are to be used in the process of cleaning. All materials must meet the approval of the City Representative. The representative can require changes in the materials if the materials supplied by the Contractor are shown to be sub-par in quality, consistency or other factors affecting the safety, appearance or performance of the product.
- 5. It is understood between the parties that the prime purpose of this agreement is that the premises shall be kept clean, according to reasonable and accepted standards, regardless of the number of times an operation is required to accomplish this purpose; and the times an operation is performed as shown herein are minimum requirements solely for guideline purposes and may not constitute satisfactory performance under the contract.
- 6. Contractor is adjudged to have sufficient experience in this field to determine with reasonable certainty the required amount of work (and therefore work force) and materials necessary to accomplish the above-stated purpose of the contract.
- 7. The premises shall be cleaned in a professional manner. All utilities use, including but not limited to lighting and water shall be kept to minimum only as required for satisfactory performance of the work requirements. As soon as cleaning activities for each area that is part of this contract are completed for a particular shift and if there are no City employees present all lights will be extinguished except those used for security and safety purposes; rooms are to be secured and doors locked.
- 8. The contractor shall comply with and all work shall be accomplished in accordance with all federal, state, and local laws, regulations and requirements (including but not limited to EPA and OSHA), as well as, all direction provided by the City Representative and in accordance with the provisions of the contract. All MSDS sheets need to be provided to the City as well as posted in the appropriate location.

#### B. HOURS OF WORK

- 1. Number of employees and hours required to complete required work for all other locations to be determined and bid on by contractor.
- 2. The City of Council Bluffs may, at their discretion access cards and/or keys to any assembly for use by the Custodial Contractor. It will be the responsibility of the Contractor to see that the security chips and keys are always secured at the end of any cleaning day. It is the responsibility of the Contractor to see that the security chips or keys are not misplaced, lost, stolen or copied. The use of the

security chips or keys by any employee of the Contractor at an unauthorized time or for unauthorized reason may be reason for termination of the contract. Any person using the access cards or keys in an unauthorized manner will be subject to criminal prosecution.

(a) In the event that the access cards or keys are lost, misplaced, stolen or copied, The City will be notified immediately. The Contractor will be responsible for the replacement of all locks at all impacted facilities for which they were given keys. Monetary amount of loss of keys, i.e. could exceed \$10,000.00.

#### C. SUPERVISION AND PERSONNEL

- 1. The City of Council Bluffs authorized representative will be the City Representative. An alternate representative will be assigned when necessary. Representatives will be designated after the awarding of the bid.
- 2. The Contractor shall designate a supervisor(s) available via cell phone and e-mail 24 hours a day, 7 days a week in the event of an emergency or any issue that should arise.
- 3. The Contractor shall have experienced, trained, and competent personnel that have sufficient knowledge and training in performing the cleaning requirements set forth in these specifications. The Contractor shall be responsible for any damage to any City of Council Bluffs equipment or facilities by the Contractor, its employees, representatives, or agents in the performance of the contract.
- 4. All employees of the Contractor will be subject to background and preemployment drug screen. The Contractor will submit to the City representative on each individual an original notarized criminal background check and drug screen results. This information will be provided on each individual the Contractor intends to use in the fulfillment of this contract, including supervisory personnel.
  - (a) The City representative shall have the authority to reject any employee of the Contractor based on the results of the security and background checks.
  - (b) Selected contractor should expect extensive background checks (possibly including credit checks) of those designated to service the Police Department.
- 5. Failure to follow security requirements will be reported to the contractor and may result in the denial of access to the building. Security shall be a responsibility of all employees working in any location and protection of the building and all property must be of concern to the employee. No unauthorized individuals are to be allowed in the facility at any time. Proper security precautions shall be maintained at all times.

- 6. The Contractor's employees will be required to wear photo identification badges while on duty. Identifications badges are to be provided by the contractor. Contractor employees are expected to wear uniforms and maintain a clean, untattered appearance appropriate to the environment. Earbuds are only permitted during non-operational hours in Public Buildings. All other multi-media is not permitted.
- 7. The City representatives will not discipline employees. The Contractor's supervisors will be alerted as to any problems concerning employees of the Contractor. The City Representative shall have the authority to require the immediate removal from the site any employee of the Contractor who shall be deemed incompetent or detrimental to the best interest of the City of Council Bluffs.
- 8. The Contractor expressly agrees that it shall be solely responsible of supervising its employees, that it shall comply with all rules, regulations, orders, standards, and interpretations promulgated pursuant to the Occupational Safety and Health Act of 1970, including but not limited to training, provision of personal protective equipment, adherence to all appropriate lockout/tag out procedures, and providing all notices, material safety data sheets, labels, etc., required by the right-to-know standard, 29 CFR 1910.1200.

#### D. SCHEDULING AND INFORMATION

- 1. The Contractor will commit to writing the agreed-upon schedule and present this to the City Representative. This schedule must include a check list of cleaning tasks that indicates the shift on which each task will be performed.
- 2. The Contractor must advise the City Representative of the name(s) of the Contractor's employee(s) providing service at the facility. This must be done prior to each employee beginning work. It is expected that the same employees work within this contract on a consistent basis. In the event of an absence, illness or change in employment of a designated employee, the Contractor must provide the name(s) of any employee(s) working as substitutes for regular employees prior to start of the work shift. Communication (both via phone and email) with the City Representative is expected as soon as there is knowledge of the absence of a day porter. In the event of any other absence, notification is not necessary, but is still the contractor's responsibility to complete all minimum requirements.
- 3. The Contractor is expected to ensure consistency within the scope of the contractual duties regardless of personnel issues/absences.

#### E. PROHIBITED AREAS

Offices, the shooting range, the range control room, and the closet directly across the hall from the designated janitorial closet will be maintained by Police Department staff and

are strictly prohibited to cleaning crews. The wrestling mats in Classroom C are excluded from the duties of the cleaning crew.

#### F. REPORTS AND INSPECTIONS

- 1. A roster of all employees will be presented monthly to the City Representative. It will indicate the names of the employees, the hours that they worked and the particular duties they performed.
- 2. The City Representative at the facility will make frequent inspections of work performed and report findings of unsatisfactory performance to the Contractor.
- 3. Contractor supervisory personnel shall make monthly on-site inspections to assure that work is being performed in accordance with specifications. Contractor's supervisory personnel shall provide the City Representative with an electronic verification of a monthly report of inspection, noting deficiencies to be corrected. Copies of the Contractor's on-site inspections reports will be forwarded to the City Representative once a month, on the first of every month.
- 4. The Contractor will provide written notice in the form of an e-mail to the City Representative of any faulty or improper conditions, which might need repair or other attention. In the event of non-janitorial issues (i.e. broken window, etc), contracted employees will be expected to notify the City Representative.
- 5. The Contractor should direct any questions or complaints to the City Representative.

## F. DAMAGES

- 1. Property Damage: The Contractor will be responsible for the repair or replacement of any damaged equipment or damages to the buildings that may occur during the course of carrying out the prescribed duties.
- 2. Liquidated Damage: Should the Contractor not complete the contractual period, they shall pay liquidated damages amounting to sixty (60) days worth of that years contracted amount.

#### G. UNSATISFACTORY PERFORMANCE

- 1. The City's judgment as to performance will be based primarily on the continuous acceptable appearance of an area and fixtures rather than the performance of a specific duty at a specific time for a specific number of times.
- 2. The City Representative will work with the contractor to resolve and correct the unsatisfactory performance within 48 hours unless otherwise justified. Following written notice of unsatisfactory service from the City totaling three (3) times

during the contractual period, the City will terminate its agreement with the Contractor. Written notices will primarily occur only in extreme circumstances after informal communication has taken place. In the event that an actual formal written notice is required, the subject line of the email from the Facilities Maintenance Superintendant will state "Written Notice 1 (or 2 or 3)." Upon the third notice, the Facilities Maintenance Superintendant will terminate the contract. In the event of termination, the City reserves the right to go to the next low bidder or re-bid the project.

#### H. BILLING

- 1. At the start of each month, the Contractor is to submit a monthly bill to the City for service completed in the prior month. The amount of the monthly bill will be 1/12 of the annual bid for all listed cleaning services. The first month's bill will be prorated by the actual number of days worked.
- 2. Bid cost to include all cost incurred by Contractor, including transportation costs.
- 3. Billing to include signed time and attendance records for any location's custodians.

Bills to be submitted to: Attn: City of Council Bluffs

Attn: Accounts Payable

209 Pearl Street

Council Bluffs, IA 51503

# I. REFERENCES AND BIDDER REQUIREMENTS

The bidder must provide in proposal the names of two or more installations of comparable size, occupancy and hours of operation to any location in which they currently provide janitorial services. Additionally, the bidder must list one installation they no longer work for and the reason in which the contract dissolved or was not renewed. List names of firms, addresses, phone numbers, and name of contact persons.

#### J. INSURANCE REQUIREMENTS

Contractor shall: (1) faithfully perform said Contract on Principal's part and satisfy all claims and demands incurred for the same; (2) fully indemnify and save harmless the Owner from all costs and damages which said Owner may suffer by reason of failure to do so; and (3) fully reimburse and repay said Owner all outlay and expenses which said Owner may incur in making good any default.

The Contractor shall protect, defend, indemnify and save harmless the City and their officers, collectively referred to as "Indemnitees", from and against suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including in part attorney fees, incidental to the defense of such suits, actions, claims, sickness, including death, to any

person, or damage to property, including in part the loss of use resulting there from, arising from any act or omission of the Contractor, or his employees, servants, agents, subcontractors or suppliers, or anyone else under the Contractor's direction and control, and arising out of, occurring in failure of performance of any work or services called for by the Contract, or from conditions created by the performance or non-performance of said work or services. The Contractor's indemnification hereunder shall apply without regard to whether acts or omissions of one or more of the Indemnitees would otherwise have made them jointly or derivatively negligent or liable for such damage or injury, excepting only that the Contractor shall not be obligated to so protect, defend, indemnify and save harmless if such damage or injury is due to the sole negligence of one or more of the Indemnitees.

The Contractor shall carry and maintain during the life of the Contract insurance as follows:

1.	Worker's Compensation	Statutory
----	-----------------------	-----------

Employee's Liability Coverage \$ 500,000

# 2. Commercial General Liability (Occurrence Form)

Bodily Injury and Property Damage (Combined single Limit)

General Aggregate	\$2,000,000
Products and Completed	
Operations Aggregate	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage	\$ 50,000
Medical Expense	\$ 5,000

## 3. Comprehensive Auto Liability Bodily

Injury (Owned & Non-Owned Vehicles)	\$1,000,000 (each occurr.)
Property Damage	\$ 500,000 (each occurr.)
	\$1,000,000 aggregate or
	\$1,000,000 combined single lin

\$1,000,000 combined single limit

#### K. PERFORMANCE BOND

The Contractor shall provide a Performance Bond equal to three (3) months/ninety (90) days of their contact amount within ten (10) calendar days from award of the contract.

#### L. INDEMNIFY AND HOLD HARMLESS

The Contractor represents that it is an independent contractor. The Contractor agrees to indemnify, defend, reimburse, and hold harmless the City of Council Bluffs, its agents, officers, servants, employees, successors, and assigns, as well as any members, tenants, guests, invitees, consultants, and licensees thereof for and against any and all claims, suits, judgments, damages, or causes of action of any kind, nature, or description whatsoever, including any and all costs, reasonable attorneys' fees and expenses arising

out of any such claims, suits, judgments, damages, or causes of action, arising out of or from Contractor's performance of this contract by Contractor or any of Contractor's officers, agents, servants, employees, quests, consultants, subcontractors, invitees, and those doing business with the Contractor or any subcontractors of the Contractor.

The City reserves the right to reject all bids and re-bid in the best interest of the City.

## M. EXCEPTIONS

Any exceptions to the written specifications or requirements should be listed on page 16 'Exceptions'.

# **Exhibit A: General Specifications Time Table**

			Every 6	
Cleaning Task Description	Bi-Monthly	Monthly	months	Annually
RESTROOMS / LOCKER ROOMS				
Clean & disinfect toilets/seats/lids/urinals/sinks	Х			
Clean & disinfect all dispensers and mirrors	Х			
Spot clean partitions	Х			
Disinfect all partitions	Х			
Spot clean walls	Х			
Disinfect all wall tiles	Х			
Sweep and mop floors w/disinfectant	х			
High dusting		Х		
FLOOR CLEANING - ALL AREAS				
Vacuum carpet areas	х			
Detail vacuum carpets		Х		
Spot clean carpet stains	х			
Sweep and mop hard surface floors	х			
Scrub floors in bathrooms and re-coat			х	
Strip & wax - VCT			х	
'				
WINDOW/GLASS CLEANING				
Clean all entry door glass interior and exterior	х			
Spot clean all interior glass	х			
Clean inside of exterior window glass				х
Dust window sills and coverings	х			
GENERAL OFFICE AND PUBLIC AREAS				
Clean trash receptacles		Х		
Clean & sanitize drinking fountains	х			
Spot dusting	х			
Spot clean walls	Х			
Thoroughly dust classrooms including filing				
cabinets	Х			
High dusting		Х		
Clean and sanitize office counters	х			
BREAK ROOM / KITCHEN AREAS				
Clean sink, counter tops and cabinet fronts	х			
Clean microwave and front of refrigerator	х			
Clean table tops	х			

## **Exhibit B: General Janitorial Cleaning Specifications**

#### Restrooms

- a) Sinks, countertops, faucets, and traps are to be disinfected. Sinks, countertops and faucets are to be dried and polished.
- b) Mirrors are to be cleaned and polished.
- c) Hand dryers and paper towel dispensers are to be disinfected and polished.
- d) Toilets and urinals are to be cleaned inside using a non- acid bowl cleaner and a non-scratching applicator. Exterior of toilets and urinals, including chrome flush valves, seats, lids and tanks are to be disinfected and polished.
- e) Partitions and doors are to be spot cleaned using disinfectant.
- f) All walls and switch plates are to be spot cleaned using disinfectant.
- g) Toilet paper, soap and paper towels (all supplied by city) are to be kept full. If there is a question as to whether the product will last through the following day, replace it.
- h) Floors are to be swept and then mopped using disinfectant in the mop water. Special attention to corners, under sinks and behind toilets should be taken.

# **Floor Cleaning**

- a) Hard surface floors are to be swept and wet mopped using a neutral floor cleaner.
- b) Hard surface floors are to be burnished using a high speed burnisher.
- c) Hard surface floors are to be re-coated with a minimum of 2 coats of sealer and 3 coats of a high solids wax when stripped.
- d) Carpets are to be vacuumed and detailed around baseboards and desks on a scheduled basis
- e) Carpets are to be spot cleaned from spills, etc. as needed.

#### **Windows and Glass**

- a) All glass, frames, sills and hardware are to be kept cleaned and polished.
- b) Complete window cleaning is to be done on a scheduled basis.
- c) Window coverings and hardware are to be kept clean and dust free.
- d) Pictures, display cases and misc. glass are to be kept clean and dust free.

#### **Break Room / Kitchen Areas**

- a) All walls and switch plates are to be spot cleaned using disinfectant
- b) All tables and chairs are to be cleaned using a disinfectant
- c) All appliances and machines are to be cleaned inside and out.
- d) Sinks, countertops, faucets, and traps are to be disinfected. Sinks, countertops, and faucets are to be dried and polished.

#### **Halls and Stairs**

- a) Hard surface floors are to be swept and mopped using a neutral cleaner.
- b) All carpets are to be vacuumed using a commercial vacuum cleaner.
- c) All spots and spills are to be cleaned using a commercial extractor.
- d) All walk off mats and entry mats are to be vacuumed.
- e) All drinking fountains are to be cleaned, disinfected and polished.
- f) Hall walls and furniture are to be kept clean.

# Miscellaneous

- a) All janitor closets are to be kept clean, neat and orderly. Chemicals are kept and stored in the designated janitorial closet.
- b) All windows and doors will be closed and locked before exiting for the evening.
- c) All keys will be locked in a secured lock box, provided by the contractor, at the end of each cleaning. City maintenance staff will mount the supplied box on the wall of the janitor closet or storeroom.

# CONTRACTOR PROPOSAL FORM

CONTRACTOR:	
BY:	TITLE:
EMAIL:	
ADDRESS:	
TELEPHONE:	FAX:
EMERGENCY CONTACT NAME & N	
SIGNATURE:	
INSURANCE FORM:	COMPLY/EXCEPTION
STATEMENT OF INTENT:	COMPLY/EXCEPTION
PERFORMANCE BOND:	COMPLY/EXCEPTION
NET MONTHLY FEE STARTING MAY	Y 1, 2014: \$
NET MONTHLY FEE STARTING MAY	Y 1, 2015: \$
NET MONTHLY FEE STARTING MAY	Y 1, 2016: \$

# CONTRACTOR PROPOSAL FORM

Reference 1
Company Name:
Contact Person(s):
Address:
Phone Number:
Description of similarities to the City of Council Bluffs:
Reference 2
Company Name:
Contact Person(s):
Address:
Phone Number:
Description of similarities to the City of Council Bluffs:
Description of similarities to the Oily of Oddrion Didns.
Company No Longer Doing Business With.
Company Name:
Contact Person(s):
Address:
Phone Number:
Describe why the contract with this company dissolved or was not renewed:

# Exceptions


## STATEMENT OF INTENT / NONDISCRIMINATION

## AND EQUAL OPPORTUNITY

The Contractor does hereby certify to the City of Council Bluffs, lowa, that no person in any way be favored or discriminated against because of his race, creed, color, sex, sexual orientation, gender identity, national origin, political or religious affiliations.

We agree to file with the City and maintain an acceptable Affirmative Action Program for federally assisted contracts equal to or in excess of \$10,000, and an Equal Opportunity Policy Statement for federally and non-federally assisted contracts in amounts less than \$10,000. It is understood that noncompliance with any of the aforementioned stipulations will subject any and all existing contracts with the City to suspension, termination or cancellation.

Bidders are advised should your organization be awarded a contract by the City exceeding \$10,000, you will be required to submit a copy of your current Affirmative Action Plan or complete the City's Affirmative Action Program format to contract execution.

COMPANY
EXECUTIVE OFFICER
EQUAL OPPORTUNITY OFFICER
Address and Telephone Number of Equal